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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

KATHY KORAS, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other non-party
Aggrieved Employees

Plaintiff,

vs.

PRESENTS TEMP SERVICES, LLC, a
Delaware limited liability company; AEG
PRESENTS LLC, a Delaware limited
liability company; ANSCHUTZ
ENTERTAINMENT GROUP, INC., a
Colorado corporation; GOLDENVOICE,
LLC, a California limited liability
company; NEW C.A.P.S, LLC, a Delaware
limited liability company; and DOES 1
through 10, inclusive,

Defendants.

FILED

Superior Court of California
County of Los Angeles

06/18/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

Case No.: 25STCV02979

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Kathy Koras, as an aggrieved employee and on behalf of the State of California
2 and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as non-exempt, hourly paid
8 employees and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order
11 were committed, as set forth in this complaint, at any time between one year prior to the filing
12 of the pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) in this case on February 4, 2025, until judgment (“non-party Aggrieved Employees”).
13 Plaintiff’s share of damages, penalties, and other relief sought in this action does not exceed
14 \$75,000.
15

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought do not
18 specify any other basis for jurisdiction

19 3. This Court has jurisdiction over Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise
21 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
22 over them by the California courts consistent with traditional notions of fair play and substantial
23 justice. There is no basis for federal diversity jurisdiction in this action given that the State of
24 California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying
25 diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013).
26 *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy
27 requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot
28 be established when Plaintiff’s share of the civil penalties attributable to violations personally

1 suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ persons in this county
3 and have their principal place of business in this county, and thus a substantial portion of the
4 transactions and occurrences related to this action occurred in this county.

5 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys
6 General Act of 2004,” authorize aggrieved employees to sue as private attorneys general their
7 current or former employers for various civil penalties for violations of various provisions in
8 the California Labor Code.

9 THE PARTIES

10 6. Plaintiff Kathy Koras is a resident of Long Beach, in Los Angeles County,
11 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
12 approximately September 2023 to April 2024. Plaintiff worked for Defendants as a Stagehand
13 at various music festival venues throughout California. During her employment, Plaintiff
14 typically worked six (6) to twelve (12) hours or more per day, for a varied number of days per
15 week. Plaintiff’s primary job duties included, without limitation, building and taking down
16 stages, lighting, sound equipment, and decorations at concerts and other performances.

17 7. PRESENTS TEMP SERVICES, LLC was and is, upon information and belief, a
18 Delaware limited liability company, and at all times hereinafter mentioned, an employer whose
19 employees are engaged throughout this county and the State of California.

20 8. AEG PRESENTS LLC was and is, upon information and belief, a Delaware
21 limited liability company, and at all times hereinafter mentioned, an employer whose employees
22 are engaged throughout this county and the State of California.

23 9. ANSCHUTZ ENTERTAINMENT GROUP, INC. was and is, upon information
24 and belief, a Colorado corporation, and at all times hereinafter mentioned, an employer whose
25 employees are engaged throughout this county and the State of California.

26 10. GOLDENVOICE, LLC was and is, upon information and belief, a California
27 limited liability company, and at all times hereinafter mentioned, an employer whose employees
28 are engaged throughout this county and the State of California.

1 11. NEW C.A.P.S, LLC was and is, upon information and belief, a Delaware limited
2 liability company, and at all times hereinafter mentioned, an employer whose employees are
3 engaged throughout this county and the State of California.

4 12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
5 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
6 complaint and serve such fictitiously named Defendants once their names and capacities
7 become known.

8 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
9 were the partners, agents, owners, or managers of PRESENTS TEMP SERVICES, LLC; AEG
10 PRESENTS LLC; ANSCHUTZ ENTERTAINMENT GROUP, INC.; GOLDENVOICE, LLC;
11 and NEW C.A.P.S, LLC, at all relevant times.

12 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the
13 acts and omissions alleged herein was performed by, or is attributable to, PRESENTS TEMP
14 SERVICES, LLC; AEG PRESENTS LLC; ANSCHUTZ ENTERTAINMENT GROUP, INC.;
15 GOLDENVOICE, LLC; NEW C.A.P.S, LLC; and/or DOES 1 through 10 (collectively,
16 “Defendants” or “AEG”), each acting as the agent, employee, alter ego, and/or joint venturer
17 of, or working in concert with, each of the other co-Defendants and was acting within the course
18 and scope of such agency, employment, joint venture, or concerted activity with legal authority
19 to act on the others’ behalf. The acts of any and all Defendants were in accordance with, and
20 represent, the official policy of Defendants.

21 15. At all relevant times, Defendants, and each of them, ratified each and every act
22 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
23 and abetted the acts and omissions of each and all the other Defendants in proximately causing
24 the damages herein alleged.

25 16. Plaintiff is informed and believes, and thereon alleges, that each of said
26 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
27 omissions, occurrences, and transactions alleged herein.

28 17. Under California law, Defendants are jointly and severally liable as employers

1 for the violations alleged herein because they have each exercised sufficient control over the
2 wages, hours, working conditions, and employment status of Plaintiff and other non-party
3 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
4 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
5 of employment, determined their rate of pay, and maintained their employment records.
6 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
7 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a common-
8 law employment relationship. As joint employers of Plaintiff and other non-party Aggrieved
9 Employees, Defendants are jointly and severally liable for the civil penalties and all other relief
10 available to Plaintiff and other non-party Aggrieved Employees under the law.

11 18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
12 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
13 non-party Aggrieved Employees because Defendants have:

- 14 (a) jointly exercised meaningful control over the work performed by Plaintiff
15 and other non-party Aggrieved Employees;
- 16 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
17 Aggrieved Employees’ wages, hours, and working conditions, including
18 the quantity, quality standards, speed, scheduling, and operative details
19 of the tasks performed by Plaintiff and other non-party Aggrieved
20 Employees;
- 21 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
22 perform work which is an integral part of Defendants’ businesses; and
- 23 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
24 Employees as a matter of economic reality in that Plaintiff and other non-
25 party Aggrieved Employees were dependent on Defendants, who shared
26 the power to set the wages of Plaintiff and other non-party Aggrieved
27 Employees and determined their working conditions, and who jointly
28 reaped the benefits from the underpayment of their wages and

1 noncompliance with other statutory provisions governing their
2 employment.

3 19. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
4 there has existed a unity of interest and ownership between Defendants such that any
5 individuality and separateness between the entities has ceased.

6 20. PRESENTS TEMP SERVICES, LLC; AEG PRESENTS LLC; ANSCHUTZ
7 ENTERTAINMENT GROUP, INC.; GOLDENVOICE, LLC; NEW C.A.P.S, LLC; and DOES
8 1 through 10 are therefore alter egos of each other.

9 21. Adherence to the fiction of the separate existence of Defendants would permit an
10 abuse of the corporate privilege, and would promote injustice by protecting Defendants from
11 liability for the wrongful acts committed by them under the name "AEG."

12 22. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
13 Defendants AEG PRESENTS, LLC; GOLDENVOICE, LLC; and ANSCHUTZ
14 ENTERTAINMENT GROUP, INC. controlled the meal and rest period practices and policies
15 of Defendants PRESENTS TEMP SERVICES, LLC and NEW C.A.P.S, LLC's employees,
16 such that AEG PRESENTS, LLC; GOLDENVOICE, LLC; and ANSCHUTZ
17 ENTERTAINMENT GROUP, INC. are joint employers of PRESENTS TEMP SERVICES,
18 LLC's and NEW C.A.P.S, LLC's stagehands for the purposes of the violations of the California
19 Labor Code as alleged herein.

20 23. Plaintiff further alleges, upon information and belief, that Defendants
21 PRESENTS TEMP SERVICES, LLC; AEG PRESENTS LLC; ANSCHUTZ
22 ENTERTAINMENT GROUP, INC.; GOLDENVOICE, LLC; and NEW C.A.P.S, LLC are alter
23 egos of each other for the following reasons:

24 (a) AEG PRESENTS, LLC; GOLDENVOICE, LLC; and ANSCHUTZ
25 ENTERTAINMENT GROUP, INC. present sports and live
26 music/entertainment events under the name "AEG";

27 (b) On the California Secretary of State's website
28 (<https://bizfileonline.sos.ca.gov/>), AEG PRESENTS LLC; ANSCHUTZ

1 ENTERTAINMENT GROUP, INC.; and GOLDENVOICE, LLC have
2 the same principal and mailing addresses, “800 W[EST] OLYMPIC
3 B[OU]L[E]V[AR]D, S[UI]TE 305, LOS ANGELES, CA 90015”;

4 (c) On the California Secretary of State’s website, PRESENTS TEMP
5 SERVICES, LLC; AEG PRESENTS LLC; ANSCHUTZ
6 ENTERTAINMENT GROUP, INC.; GOLDENVOICE, LLC; and NEW
7 C.A.P.S, LLC share the same agent for service of process, “C T
8 CORPORATION SYSTEM”;

9 (d) On information and belief, PRESENTS TEMP SERVICES, LLC and
10 NEW C.A.P.S, LLC employees receive employment handbooks labeled
11 “AEG” issued by AEG PRESENTS, LLC; GOLDENVOICE, LLC;
12 and/or ANSCHUTZ ENTERTAINMENT GROUP, INC.; and

13 (e) On information and belief, PRESENTS TEMP SERVICES, LLC; AEG
14 PRESENTS LLC; ANSCHUTZ ENTERTAINMENT GROUP, INC.;
15 GOLDENVOICE, LLC; and NEW C.A.P.S, LLC utilize the same
16 standardized employment forms and issue the same employment policies.

17 **PAGA REPRESENTATIVE ALLEGATIONS**

18 24. Defendants are a global sporting and music entertainment presenter. Upon
19 information and belief, Defendants maintain a single, centralized Human Resources (“HR”)
20 department at their company headquarters in Burbank or Los Angeles, California, which is
21 responsible for the recruiting and hiring of new employees, and communicating and
22 implementing Defendants’ company-wide policies, including timekeeping policies and meal
23 and rest period policies, to employees throughout California.

24 25. In particular, Plaintiff and other non-party Aggrieved Employees, on information
25 and belief, received the same standardized documents and/or written policies. Upon
26 information and belief, the usage of standardized documents and/or written policies, including
27 new-hire documents, indicate that Defendants dictated policies at the corporate level and
28 implemented them company-wide, regardless of their employees’ assigned locations or

1 positions. Upon information and belief, Defendants set forth uniform policies and procedures
2 in several documents provided at an employee's time of hire.

3 26. Upon information and belief, Defendants maintain a centralized Payroll
4 department at their company headquarters in Burbank or Los Angeles, California, which
5 processes payroll for all non-exempt, hourly paid employees working for Defendants at their
6 various locations and jobsites in California, including Plaintiff and other non-party Aggrieved
7 Employees. Based upon information and belief, Defendants issue the same formatted wage
8 statements to all non-exempt, hourly paid employees in California, irrespective of their work
9 locations. Upon information and belief, Defendants process payroll for departing employees in
10 the same manner throughout the State of California, regardless of the manner in which each
11 employee's employment ends.

12 27. Defendants continue to employ non-exempt or hourly paid employees in
13 California.

14 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
15 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
16 advisors knowledgeable about California labor and wage law, employment and personnel
17 practices, and about the requirements of California law.

18 29. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
19 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
20 were not recorded.

21 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 receive certain wages for overtime compensation and that they were not receiving certain wages
24 for overtime compensation.

25 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
27 receive at least minimum wages for compensation and that they were not receiving at least
28 minimum wages for work that was required to be done off-the-clock. In violation of the

1 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
2 least minimum wages for work done off-the-clock.

3 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 meal periods in accordance with the California Labor Code and applicable IWC Wage Order or
6 payment of one (1) additional hour of pay at their regular rates of pay when they were not
7 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and other
8 non-party Aggrieved Employees were not provided with all meal periods or payment of one (1)
9 additional hour of pay at their regular rates of pay when they did not receive a timely,
10 uninterrupted, thirty (30) minute meal period.

11 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest
13 periods in accordance with the California Labor Code and applicable IWC Wage Order or
14 payment of one (1) additional hour of pay at their regular rates of pay when they were not
15 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
16 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
17 provided with payment of one (1) additional hour of pay at their regular rates of pay when they
18 were not authorized and permitted to take a compliant rest period.

19 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 receive complete and accurate wage statements in accordance with California law. In violation
22 of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not
23 provided complete and accurate wage statements.

24 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that they had a duty to maintain accurate and complete payroll records in
26 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
27 knowingly, and intentionally failed to do so.

28 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 timely payment of all wages earned upon termination of employment. In violation of the
3 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
4 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
5 and/or meal and rest period premiums, within permissible time periods.

6 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 timely payment of wages during their employment. In violation of the California Labor Code,
9 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
10 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
11 premiums, within permissible time periods.

12 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 receive full reimbursement for all business-related expenses and costs they incurred during the
15 course and scope of their employment and that they did not receive full reimbursement of
16 applicable business-related expenses and costs incurred.

17 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, that Defendants knew or should have known that they had a duty to provide Plaintiff
19 and other non-party Aggrieved Employees with safety devices and safeguards to protect their
20 life, health, and safety in the workplace, but failed to do so.

21 40. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
23 and other non-party Aggrieved Employees for all hours worked, and that Defendants had the
24 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
25 do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they
26 were properly denied wages, all in order to increase Defendants' profits.

27 41. At all times herein set forth, PAGA provides that any provision of law under the
28 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and

1 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
2 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
3 behalf of themselves and other current or former employees pursuant to procedures outlined in
4 California Labor Code section 2699.3.

5 42. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
6 “any person who was employed by the alleged violator and personally suffered each of the
7 violations alleged.”

8 43. Plaintiff and other current and former employees of Defendants are “aggrieved
9 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current
10 or former employees and each of the alleged violations were committed against them.

11 44. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
12 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
13 requirements have been met:

- 14 (a) The aggrieved employee or representative shall give written notice by
15 online filing with the LWDA and by certified mail to the employer of the
16 specific provisions of the California Labor Code alleged to have been
17 violated, including the facts and theories to support the alleged violation.
- 18 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
19 2699.3(a) and any employer response to that notice shall be accompanied
20 by a filing fee of seventy-five dollars (\$75).
- 21 (c) The LWDA shall notify the employer and the aggrieved employee or
22 representative by certified mail that it does not intend to investigate the
23 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
24 postmark date of the aggrieved employee’s notice. Upon receipt of the
25 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
26 calendar days of the postmark date of the aggrieved employee’s notice,
27 the aggrieved employee may commence a civil action pursuant to
28 California Labor Code section 2699 to recover civil penalties.

1 45. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
2 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
3 other than those listed in Section 2699.5 after the following requirements have been met:

4 (a) The aggrieved employee or representative shall give written notice by
5 online filing with the LWDA and by certified mail to the employer of the
6 specific provisions of the California Labor Code alleged to have been
7 violated (other than those listed in Section 2699.5), including the facts
8 and theories to support the alleged violation.

9 (b) An aggrieved employee's notice filed with the LWDA pursuant to
10 2699.3(c) and any employer response to that notice shall be accompanied
11 by a filing fee of seventy-five dollars (\$75).

12 (c) The employer may cure the alleged violation within thirty-three (33)
13 calendar days of the postmark date of the notice sent by the aggrieved
14 employee or representative. The employer shall give written notice
15 within that period of time by certified mail to the aggrieved employee or
16 representative and by online filing with the LWDA if the alleged violation
17 is cured, including a description of actions taken, and no civil action
18 pursuant to Section 2699 may commence. If the alleged violation is not
19 cured within the 33-day period, the aggrieved employee may commence
20 a civil action pursuant to Section 2699.

21 46. On February 4, 2025, Plaintiff provided written notice by online filing to the
22 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
23 Code alleged to have been violated, including facts and theories to support the alleged
24 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice
25 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
26 PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff
27 PAGA Case Number LWDA-CM-1077938-25. On February 5, 2025, Plaintiff filed an amended
28 written notice by online filing to the LWDA and by certified mail to Defendants of the specific

1 provisions of the California Labor Code alleged to have been violated, supplementing and/or
2 clarifying the facts and theories to support the alleged violations set forth in her original LWDA
3 notice, in accordance with California Labor Code section 2699.3. True and correct copies of
4 Plaintiff's written notices to the LWDA and Defendants are attached hereto as "Exhibit 1."

5 47. As of the filing date of this complaint, over 65 days have passed since Plaintiff
6 sent the notices described above to the LWDA, and the LWDA has not responded that it intends
7 to investigate Plaintiff's claims and Defendants have not cured the violations.

8 48. Thus, Plaintiff has satisfied the administrative prerequisites under California
9 Labor Code sections 2699.3(a)-(c) to recover civil penalties against Defendants for violations
10 of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d),
11 1182.12, 1194, 1197, 1198, 2802, 6401, and 6403.

12 49. Labor Code section 558(a) provides "[a]ny employer or other person acting on
13 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
14 provision regulating hours and days of work in any order of the Industrial Welfare Commission
15 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
16 each underpaid employee for each pay period for which the employee was underpaid (2)
17 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
18 each pay period for which the employee was underpaid" Labor Code section 558(c)
19 provides "[t]he civil penalties provided for in this section are in addition to any other civil or
20 criminal penalty provided by law." Plaintiff, acting in the public interest as a private attorney
21 general, seeks assessment and collection of civil penalties under Labor Code section 558 for
22 herself, all other non-party Aggrieved Employees, and the State of California against
23 Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the applicable
24 IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not
25 seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations
26 of Labor Code sections 510, 512(a), 516, and 1198, and the applicable IWC Wage Order.

27 50. Defendants, at all times relevant to this complaint, were employers or persons
28 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved

1 Employees' rights by violating various sections of the California Labor Code as set forth above.

2 51. As set forth below, Defendants have violated numerous provisions of both the
3 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
4 Order.

5 52. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
6 2699(a), 2699(k), 2699.3(a)-(c), and 2699.5, and section 558, Plaintiff, acting in the public
7 interest as a private attorney general, seeks assessment and collection of civil penalties and
8 injunctive relief for herself, all other non-party Aggrieved Employees, and the State of
9 California against Defendants for violations of California Labor Code sections 201, 202, 204,
10 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 6401, and 6403.

11 **FIRST CAUSE OF ACTION**

12 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

13 **(Against all Defendants)**

14 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 54. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
17 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
18 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
19 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil
20 penalties for violations of those Labor Code sections not found in section 2699.5, including
21 sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 2802, 6401, and 6403.

22 55. Defendants' conduct, as alleged herein, violates numerous sections of the
23 California Labor Code, including, but not limited to, the following:

24 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
25 Wage Order for Defendants' failure to compensate Plaintiff and other
26 non-party Aggrieved Employees with all required overtime pay, as set
27 forth below;

28 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the

1 applicable IWC Wage Order for Defendants' failure to compensate
2 Plaintiff and other non-party Aggrieved Employees with at least
3 minimum wages for all hours worked, as set forth below;

4 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
5 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
6 and other non-party Aggrieved Employees with meal periods, as set forth
7 below;

8 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
9 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
10 and other non-party Aggrieved Employees to take rest periods, as set forth
11 below;

12 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
13 IWC Wage Order for failure to provide accurate and complete wage
14 statements to Plaintiff and other non-party Aggrieved Employees, as set
15 forth below;

16 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
17 IWC Wage Order for failure to maintain payroll records, as set forth
18 below;

19 (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned
20 wages upon termination, as set forth below;

21 (h) Violation of Labor Code section 204 for failure to pay all earned wages
22 during employment, as set forth below;

23 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
24 and other non-party Aggrieved Employees for all business expenses
25 necessarily incurred, as set forth below; and

26 (j) Violation of Labor Code sections 6401 and 6403 for failure to provide
27 Plaintiff and other non-party Aggrieved Employees with safety devices
28 and safeguards for the workplace, as set forth below.

1 **FAILURE TO PAY OVERTIME**

2 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

3 56. Labor Code section 1198 makes it illegal to employ an employee under
4 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
5 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
6 shall be the . . . standard conditions of labor for employees. The employment of any employee
7 . . . under conditions of labor prohibited by the order is unlawful.”

8 57. California Labor Code section 1198 and the applicable IWC Wage Order provide
9 that it is unlawful to employ persons without compensating them at a rate of pay either time-
10 and-one-half or two-times that person’s regular rate of pay, depending on the number of hours
11 worked by the person on a daily or weekly basis.

12 58. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
14 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
15 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
16 hours in a workweek.

17 59. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
19 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
20 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
21 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

22 60. California Labor Code section 510 codifies the right to overtime compensation
23 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
24 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
25 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
26 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
27 the seventh (7th) day of work.

28 61. During the relevant time period, Defendants willfully failed to pay all overtime

1 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
2 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
3 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
4 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
5 not recorded.

6 62. Defendants had, and continue to have, a company-wide policy and/or practice
7 requiring Plaintiff and other non-party Aggrieved Employees to perform various work-related
8 tasks off-the-clock before and after their scheduled shifts. For example, Defendants required
9 Plaintiff and other non-party Aggrieved Employees to travel to distant venues and other work
10 locations, but did not compensate them for their time spent traveling to and from these locations.
11 For example, Defendants required Plaintiff to travel approximately 40 minutes to 3 hours or
12 more each way from her home in Long Beach, California, to and from various entertainment
13 venues and festival grounds, including, but not limited to, those in Coachella, Indio, Riverside,
14 and Los Angeles, California. In addition, after arriving at the jobsites, Plaintiff and other non-
15 party Aggrieved Employees were required to attend a pre-shift meeting that lasted about ten
16 (10) to fifteen (15) minutes. However, Plaintiff and other non-party Aggrieved Employees were
17 not allowed to clock in until after arriving at the assigned site and attending the pre-shift
18 meeting, and thus were not paid for any time spent traveling to or from the distant jobsite or
19 attending the meeting. Thus, Defendants failed to track all of the time that employees spent
20 working before and after their scheduled shifts, and Plaintiff and other non-party Aggrieved
21 Employees received no compensation for this time.

22 63. Defendants knew or should have known that as a result of these company-wide
23 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
24 their assigned duties off-the-clock before and after their shifts, and were suffered or permitted
25 to perform work for which they were not paid. Because Plaintiff and other non-party Aggrieved
26 Employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more,
27 some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and
28 other non-party Aggrieved Employees were not paid overtime wages for all of the overtime

1 hours they actually worked.

2 64. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
3 the balance of overtime compensation as required by California law, violates the provisions of
4 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
5 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
6 and/or 2699(a), (f), and (k).

7 **FAILURE TO PAY MINIMUM WAGES**

8 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

9 **(Against all Defendants)**

10 65. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
11 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
12 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
13 Compensable work time is defined in IWC Wage Order No. 10-2001 as "the time during which
14 an employee is subject to the control of an employer, and includes all the time the employee is
15 suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8,
16 § 11100(2)(H) (defining "Hours Worked").

17 66. As stated above, Defendants had, and continue to have, company-wide policies
18 and/or practices of requiring Plaintiff and other non-party Aggrieved Employees to perform
19 various work-related tasks while off-the-clock before and after their shifts, including traveling
20 to and from distant work locations and attending pre-shift meetings.

21 67. Defendants did not pay minimum wages for all hours worked by Plaintiff and
22 other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
23 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
24 those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194,
25 1197, and 1198.

26 68. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
27 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
28 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil

1 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

2 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**

3 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

4 69. At all relevant times herein set forth, the applicable IWC Wage Order and
5 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
6 other non-party Aggrieved Employees' employment by Defendants.

7 70. At all relevant times herein set forth, California Labor Code section 512(a)
8 provides that an employer may not require, cause, or permit an employee to work for a period
9 of more than five (5) hours per day without providing the employee with a meal period of not
10 less than thirty (30) minutes, except that if the total work period per day of the employee is not
11 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
12 and the employee. Under California law, first meal periods must start after no more than five
13 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

14 71. At all relevant times herein set forth, California Labor Code sections 226.7,
15 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
16 meal period mandated by an applicable order of the IWC.

17 72. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and
18 the applicable IWC Wage Order also require employers to provide a second meal period of not
19 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
20 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
21 hours worked is no more than twelve (12) hours, the second meal period may be waived by
22 mutual consent of the employer and the employee only if the first meal period was not waived.

23 73. During the relevant time period, Defendants had, and continue to have, a
24 company-wide policy and/or practice of understaffing venues and jobsites while assigning
25 heavy workloads, which has prevented Plaintiff and other non-party Aggrieved Employees from
26 taking all timely, uninterrupted meal periods to which they were entitled. As a result of
27 understaffing and pressure to meet setup deadlines, Plaintiff and other non-party Aggrieved
28 Employees were required to continue to perform their duties without being able to take a timely,

1 compliant meal period. Further, Defendants had a company-wide practice and/or policy of
2 failing to adhere to a schedule for meal periods, which further caused Plaintiff and other non-
3 party Aggrieved Employees to not be relieved of their duties for compliant meal periods.

4 74. As a result, Plaintiff and other non-party Aggrieved Employees had to work
5 through all or part of their meal periods, had their meal periods interrupted, and/or had to wait
6 extended periods of time before taking meal periods. For example, Plaintiff sometimes had to
7 take her meal periods late, after the fifth hour of her shift, due to the heavy workload.

8 75. Additionally, as stated, on information and belief, Defendants maintained and
9 implemented a company-wide on-premises meal period policy for employees, which mandated
10 that Plaintiff and other non-party Aggrieved Employees remain on the jobsite's premises during
11 the meal periods. Because Plaintiff and other non-party Aggrieved Employees were restricted
12 from leaving the jobsites during meal periods, they were denied the ability to use their meal
13 periods freely for their own purposes. Thus, Defendants effectively maintained control over
14 Plaintiff and other non-party Aggrieved Employees during meal periods.

15 76. Further, Plaintiff and other non-party Aggrieved Employees worked shifts in
16 excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For
17 example, during her employment, Plaintiff sometimes worked shifts in excess of ten (10) or
18 more hours per day, but was not provided a second 30-minute meal period. Plaintiff and other
19 non-party Aggrieved Employees did not sign valid meal period waivers on days that they were
20 entitled to meal periods and were not relieved of all duties.

21 77. At all times herein mentioned, Defendants knew or should have known that, as a
22 result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented from
23 being relieved of all duties and required to perform some of their assigned duties during meal
24 periods. Defendants further knew or should have known that Defendants did not pay Plaintiff
25 and other non-party Aggrieved Employees meal period premiums when meal periods were
26 missed, shortened, interrupted, and/or late.

27 78. Moreover, Defendants engaged in a company-wide practice and/or policy of not
28 paying meal period premiums owed when compliant meal periods are not provided. Because

1 of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not
2 received premium pay for missed, late, and interrupted meal periods. As a result, Defendants
3 failed to provide Plaintiff and other non-party Aggrieved Employees compliant meal periods in
4 violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full
5 meal period premiums due.

6 79. Defendants' conduct violates the applicable IWC Wage Order, and California
7 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
8 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
9 and/or 2699(a), (f), and (k).

10 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

11 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

12 80. At all relevant times herein set forth, the applicable IWC Wage Order and
13 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
14 non-party Aggrieved Employees' employment by Defendants.

15 81. At all relevant times, the applicable IWC Wage Order provides that "[e]very
16 employer shall authorize and permit all employees to take rest periods, which insofar as
17 practicable shall be in the middle of each work period" and that the "rest period time shall be
18 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
19 hours or major fraction thereof" unless the total daily work time is less than three and one-half
20 (3 ½) hours.

21 82. At all relevant times, California Labor Code section 226.7 provides that no
22 employer shall require an employee to work during any rest period mandated by an applicable
23 order of the California IWC. To comply with its obligation to authorize and permit rest periods
24 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
25 must "relinquish any control over how employees spend their break time, and relieve their
26 employees of all duties—including the obligation that an employee remain on call. A rest
27 period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
28 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code

1 section 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover
2 from Defendants one (1) additional hour of pay at their regular rates of pay for each work day
3 that a required rest period was not authorized and permitted.

4 83. During the relevant time period, Defendants regularly failed to authorize and
5 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period
6 per each four (4) hour period worked or major fraction thereof. As with meal periods,
7 Defendants' company-wide policies and practices, including understaffing and assigning heavy
8 workloads, prevented Plaintiff and other non-party Aggrieved Employees from being able to
9 take rest periods. Defendants also failed to schedule rest periods, which, coupled with
10 Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and other
11 non-party Aggrieved Employees not being authorized and permitted to take rest periods.

12 84. Furthermore, on information and belief, during the relevant time period,
13 Defendants maintained and implemented a company-wide on-premises rest period policy,
14 which effectively required that Plaintiff and other non-party Aggrieved Employees remain on
15 the work premises during their rest periods. Because Plaintiff and other non-party Aggrieved
16 Employees were restricted from leaving the premises during rest periods, they were denied the
17 ability to use their rest periods freely for their own purposes, such as running personal errands.
18 Thus, Defendants effectively maintained control over Plaintiff and other non-party Aggrieved
19 Employees during rest periods.

20 85. As a result of Defendants' practices and policies, Plaintiff and other non-party
21 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
22 of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For
23 example, Plaintiff sometimes had to forgo her rest periods because of the lack of rest period
24 coverage and Defendants' failure to schedule rest periods for employees.

25 86. Defendants have also engaged in a company-wide practice and/or policy of not
26 paying rest period premiums owed when compliant rest periods are not authorized and
27 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
28 Employees have not received premium pay for all missed rest periods. As a result, Defendants

1 denied Plaintiff and other non-party Aggrieved Employees rest periods and failed to pay them
2 rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable
3 IWC Wage Order.

4 87. Defendants' conduct violates the applicable IWC Wage Order and California
5 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees
6 are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
7 2699(a), (f), and (k).

8 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
9 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

10 88. At all relevant times herein set forth, California Labor Code section 226(a)
11 provides that every employer shall furnish each of his or her employees an accurate and
12 complete itemized wage statement in writing, including, but not limited to, the name and address
13 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
14 and all applicable rates of pay.

15 89. At all relevant times, Defendants have knowingly and intentionally provided
16 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
17 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
18 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours
19 worked; net wages earned; and all applicable hourly rates in effect during the pay period,
20 including rates of pay for overtime wages, and the corresponding number of hours worked at
21 each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and
22 226(a)(9).

23 90. Because Defendants did not record the time Plaintiff and other non-party
24 Aggrieved Employees spent working off the clock, Defendants did not list the correct amount
25 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in
26 compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to
27 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
28 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay

1 in effect during the pay period and the corresponding accurate number of hours worked at each
2 hourly rate, in violation of section 226(a)(9).

3 91. The wage statement deficiencies also include, among other things, failing to list
4 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
5 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
6 which aggrieved employees were paid; failing to list the name of the employee and only the last
7 four digits of his or her social security number or an employee identification number other than
8 a social security number; failing to list the name and address of the legal entity that is the
9 employer; and/or failing to state all hours worked as a result of not recording or stating hours
10 worked off-the-clock.

11 92. California Labor Code section 1174(d) provides that “[e]very person employing
12 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
13 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
14 plants or establishments at which employees are employed, payroll records showing the hours
15 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
16 applicable piece rate paid to, employees employed at the respective plants or
17 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
18 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party
19 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
20 result of failing to record the off-the-clock hours that they worked.

21 93. California Labor Code section 1198 provides that the maximum hours of work
22 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
23 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
24 of any employees for longer hours than those fixed by the order or under conditions of labor
25 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
26 are required to keep accurate time records showing when the employee begins and ends each
27 work period and meal period. During the relevant time period, Defendants engaged in company-
28 wide practices and/or policies of failing to record actual hours worked, and thereby failed to

1 keep accurate records of work period and meal period start and end times for Plaintiff and other
2 non-party Aggrieved Employees, in violation of section 1198. Furthermore, in light of
3 Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with second
4 30-minute meal periods to which they were entitled, Defendants kept no records of meal start
5 and end times for second meal periods.

6 94. Defendants' conduct violates California Labor Code sections 226(a), 1174(d),
7 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
8 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

9 **FAILURE TO PAY WAGES UPON TERMINATION**

10 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

11 95. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
12 that if an employer discharges an employee, the wages earned and unpaid at the time of
13 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
14 her employment, his or her wages shall become due and payable not later than seventy-two (72)
15 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
16 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
17 quitting.

18 96. On information and belief, Defendants have a company-wide practice or policy
19 of paying departing employees their final wages late, instead of adhering to the time
20 requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff was
21 terminated from her employment on or around April 18, 2024; however, she received her final
22 paycheck several days later, on or around April 22, 2024. Thus, Defendants failed to pay
23 Plaintiff her final wages immediately, in violation of California Labor Code section 201.

24 97. Additionally, during the relevant time period, Defendants willfully failed to pay
25 Plaintiff and other non-party Aggrieved Employees who are no longer employed by Defendants
26 the earned and unpaid wages set forth above, including but not limited to, overtime wages,
27 minimum wages, and/or meal and rest period premiums, either at the time of discharge, or
28 within seventy-two (72) hours of their leaving Defendants' employ.

1 98. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
2 who are no longer employed by Defendants their wages earned and unpaid at the time of
3 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor
4 Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are therefore
5 entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and
6 (k).

7 **FAILURE TO PAY WAGES DURING EMPLOYMENT**
8 **VIOLATION OF LABOR CODE SECTION 204**

9 99. At all times relevant herein set forth, Labor Code section 204 provides that all
10 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
11 days, inclusive, of any calendar month, other than those wages due upon termination of an
12 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
13 the month during which the labor was performed.

14 100. At all times relevant herein, Labor Code section 204 provides that all wages
15 earned by any person in any employment between the sixteenth (16th) and the last day,
16 inclusive, of any calendar month, other than those wages due upon termination of an employee,
17 are due and payable between the first (1st) and the tenth (10th) day of the following month.

18 101. At all times relevant herein, Labor Code section 204 provides that all wages
19 earned for labor in excess of the normal work period shall be paid no later than the payday for
20 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
21 204 provides that the requirements of this section are deemed satisfied by the payment of wages
22 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
23 calendar days following the close of the payroll period.

24 102. During the relevant time period, Defendants willfully failed to pay Plaintiff and
25 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
26 wages, minimum wages, and/or meal and rest period premiums, within the time periods
27 specified by California Labor Code section 204.

28 103. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees

1 all wages due violates Labor Code section 204. Plaintiff and other non-party Aggrieved
2 Employees are therefore entitled to recover civil penalties wages pursuant to Labor Code
3 sections 210 and/or 2699(a), (f), and (k).

4 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

5 **VIOLATION OF LABOR CODE SECTION 2802**

6 104. At all times herein set forth, California Labor Code section 2802 provides that
7 an employer must reimburse employees for all necessary expenditures and losses incurred by
8 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
9 to prevent employers from passing off their cost of doing business and operating expenses on
10 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
11 (2014). The applicable wage order, IWC Wage Order No. 10-2001, provides that: "[w]hen tools
12 or equipment are required by the employer or are necessary to the performance of a job, such
13 tools and equipment shall be provided and maintained by the employer, except that an employee
14 whose wages are at least two (2) times the minimum wage provided herein may be required to
15 provide and maintain hand tools and equipment customarily required by the trade or craft."

16 105. First, during the relevant time period, Defendants, on a company-wide basis,
17 required Plaintiff and other non-party Aggrieved Employees to use their personal mobile
18 devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job
19 duties, but failed to reimburse them for the costs of their work-related mobile device expenses.
20 For example, Plaintiff was required to download a timekeeping application called Workforce
21 onto her personal cellular phone to clock in and out for her shifts and for meal periods.
22 Additionally, Plaintiff was also required to use her personal cellular phone and mobile data for
23 GPS navigation in traveling to Defendants' jobsites. Although Defendants required Plaintiff
24 and other non-party Aggrieved Employees to utilize their personal mobile devices and/or mobile
25 data to carry out their work-related responsibilities, Defendants failed to reimburse them for
26 these costs.

27 106. Second, during the relevant time period, Defendants, on a company-wide basis,
28 required Plaintiff and other non-party Aggrieved Employees to purchase supplies and

1 equipment necessary for the performance of their duties, but failed to reimburse them for their
2 out-of-pocket costs. For example, Plaintiff purchased the following tools and safety equipment
3 because Defendants failed to provide her with the necessary tools and safety equipment which
4 they required employees to wear while completing their assigned duties: \$80 on safety boots,
5 \$20 on a wrench and electrical tape, \$20 on a hard hat, and \$10 on a reflective vest. Although
6 Defendants required Plaintiff and other non-party Aggrieved Employees to use these tools
7 necessary for the performance of their jobs and to wear safety equipment including protective
8 boots, hard hats, and reflective vests, Defendants failed to reimburse them for these expenses.

9 107. Defendants could have provided Plaintiff and other non-party Aggrieved
10 Employees with the actual equipment for use on the job, such as company mobile devices and
11 supplies and equipment; or, Defendants could have reimbursed employees for the costs of their
12 mobile device usage and their supply and equipment expenses. Instead, Defendants passed
13 these operating costs onto Plaintiff and other non-party Aggrieved Employees. At all relevant
14 times, Plaintiff did not earn at least two (2) times the minimum wage.

15 108. Defendants' company-wide policy and/or practice of not reimbursing employees
16 for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-
17 party Aggrieved Employees violates California Labor Code section 2802.

18 109. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
19 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

20 **FAILURE TO PROVIDE SAFETY DEVICES AND SAFEGUARDS**

21 **VIOLATION OF LABOR CODE SECTIONS 6401 AND 6403**

22 110. At all relevant times herein, California Labor Code section 6401 provides that
23 employers must furnish and use safety devices and safeguards, and adopt and use practices,
24 means, methods, operations, and processes which are reasonably adequate to render the
25 employment and place of employment safe and healthy. California Labor Code Section 6401
26 further provides that an employer must do everything reasonably necessary to protect the life,
27 safety, and health of their employees. California Labor Code section 6403(a) requires that
28 employers provide and use safety devices and safeguards reasonably adequate to render the

1 employment and place of employment safe.

2 111. During the relevant time period, Defendants failed to provide Plaintiff and other
3 non-party Aggrieved Employees with personal protective equipment, such as steel-toed safety
4 boots, hard hats, and reflective vests, to keep them safe in the workplace. Despite the fact that
5 Defendants required Plaintiff and other non-party Aggrieved Employees to wear certain
6 personal protective equipment, including steel-toed safety boots, hard hats, and reflective vests,
7 while engaged in their work-related duties, Defendants failed to provide such reasonably
8 necessary equipment to Plaintiff and other non-party Aggrieved Employees to keep them safe.

9 112. Defendants' failure to provide Plaintiff and other non-party Aggrieved
10 Employees with safety devices and safeguards for the workplace violates California Labor Code
11 sections 6401 and 6403. Plaintiff and other non-party Aggrieved Employees are therefore
12 entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

13 **REQUEST FOR JURY TRIAL**

14 Plaintiff requests a trial by jury.

15 **PRAYER FOR RELIEF**

16 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
17 Defendants, jointly and severally, as follows:

18 1. For civil penalties, injunctive relief, and attorneys' fees in excess of thirty-five
19 thousand dollars (\$35,000). Plaintiff reserves the right to amend her prayer for relief to seek a
20 different amount.

21 **As to the First Cause of Action**

22 2. That the Court declare, adjudge and decree that Defendants violated the
23 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
24 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
25 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
26 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
27 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
28 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all

1 earned wages upon termination); 204 (by failing to timely pay all earned wages during
2 employment); 2802 (by failing to reimburse business expenses); and 6401 and 6403 (by failing
3 to provide safety devices and safeguards);

4 3. For civil penalties pursuant to the California Labor Code, including sections 210,
5 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections
6 201, 202, 204, 226(a), 226.7, 512(a), 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198,
7 2802, 6401, and 6403;

8 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
9 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
10 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198,
11 2802, 6401, and 6403;

12 5. For attorneys' fees and costs pursuant to California Labor Code section
13 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
14 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
15 1197, 1198, 2802, 6401, and 6403;

16 6. For pre-judgment and post-judgment interest as provided by law; and

17 7. For such other and further relief as the Court may deem equitable and
18 appropriate.
19

20 Dated: June 18, 2025

Respectfully submitted,

21 Capstone Law APC

22 By: 

23 Bevin Allen Pike
24 Daniel S. Jonathan
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28

EXHIBIT “1”

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February 4, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Kathy Koras v. Presents Temp Services, LLC, et al.*

Dear PAGA Administrator:

This office represents Kathy Koras in connection with her claims under the California Labor Code. Ms. Koras was an employee of PRESENTS TEMP SERVICES, LLC; AEG PRESENTS LLC; ANSCHUTZ ENTERTAINMENT GROUP, INC.; GOLDENVOICE, LLC; and/or NEW C.A.P.S, LLC. For the purpose of this letter, Ms. Koras collectively refers to these entities as “AEG.”

The employers may be contacted directly at the addresses below:

PRESENTS TEMP SERVICES, LLC
425 W. 11TH ST.
LOS ANGELES, CA 90015

AEG PRESENTS LLC
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

ANSCHUTZ ENTERTAINMENT GROUP, INC.
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

GOLDENVOICE, LLC
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

NEW C.A.P.S, LLC
2300 W. EMPIRE AVE, FLOOR 5
BURBANK, CA 91504

Ms. Koras intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Ms. Koras seeks relief on behalf of herself, the State of California, and other persons who are or were employed by AEG as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

AEG employed Ms. Koras as an hourly paid, non-exempt employee from approximately September 2023 to April 2024. Ms. Koras worked for AEG as a Stagehand at various music festival venues throughout California. During her employment, Ms. Koras typically worked six (6) to twelve (12) hours or more hours per day, for a varied number of days per week. By the end of her employment, Ms. Koras was compensated approximately \$23.00 per hour. Her job duties included, without limitation, building and taking down stages, lighting, sound equipment, and decorations at concerts and other performances.

AEG committed each of the following Labor Code violations against Ms. Koras, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

AEG’s Company-Wide and Uniform Payroll and HR Practices

PRESENTS TEMP SERVICES, LLC; AEG PRESENTS LLC; and NEW C.A.P.S, LLC are Delaware limited liability companies. ANSCHUTZ ENTERTAINMENT GROUP, INC. is a Colorado corporation, and GOLDENVOICE, LLC is a California limited liability company. Together, they are a global sporting and music entertainment presenter. Upon information and belief, AEG maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Burbank or Los Angeles, California, for all non-exempt, hourly paid employees working for AEG in California, including Ms. Koras and other aggrieved employees. At all relevant times, AEG issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Koras and other aggrieved employees, regardless of their location or position.

Upon information and belief, AEG maintains a centralized Payroll department at its corporate headquarters in Burbank or Los Angeles, California, which processes payroll for all non-exempt, hourly paid employees working for AEG in California, including Ms. Koras and other aggrieved employees. Further, AEG issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Koras and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, AEG utilized the same methods and formulas when calculating wages due to Ms. Koras and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required

¹ These facts, theories, and claims are based on Ms. Koras’ experience and counsel’s review of those records currently available relating to Ms. Koras’ employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Koras reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

AEG willfully failed to pay all overtime wages owed to Ms. Koras and other aggrieved employees. During the relevant time period, Ms. Koras and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

During the relevant time period, AEG had, and continues to have, a company-wide policy and/or practice of requiring Ms. Koras and other aggrieved employees to perform tasks off-the-clock before and after their scheduled shifts. For example, AEG required Ms. Koras and other aggrieved employees to travel to distant venues and other work locations, but did not compensate them for their time spent traveling to and from these locations. For example, AEG required Ms. Koras to travel between approximately 40 minutes to three (3) hours or more each way from her home in Long Beach, California, to and from various entertainment venues and festival grounds, including, but not limited to, those in Coachella, Indio, Riverside, and Los Angeles, California. In addition, after arriving at the jobsites, Ms. Koras and other aggrieved employees were required to attend a pre-shift meeting that lasted about ten (10) to fifteen (15) minutes. However, Ms. Koras and other aggrieved employees were not allowed to clock in until after arriving at the assigned site and attending the pre-shift meeting, and thus were not paid for any time spent traveling to or from the distant jobsite or attending the meeting. Thus, AEG failed to track the time Ms. Koras and other aggrieved employees spent working before and after their scheduled shifts, and Ms. Koras and other aggrieved employees received no compensation for this time.

AEG knew or should have known that as a result of these company-wide practices and/or policies, Ms. Koras and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Because Ms. Koras and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Koras and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

AEG's failure to pay Ms. Koras and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 10-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the

employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. Tit. 8, § 11100(2)(H) (defining “Hours Worked”).

As set forth above, during the relevant time period, AEG had a company-wide policy and/or practice of requiring Ms. Koras and other aggrieved employees to perform various work-related tasks while off-the-clock before and after their shifts, including traveling to and from distant work locations and attending pre-shift meetings. Thus, AEG failed to track the time Ms. Koras and other aggrieved employees spent working off-the-clock, and Ms. Koras and other aggrieved employees received no compensation for this time.

Thus, AEG did not pay at least minimum wages for all hours worked by Ms. Koras and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, AEG did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, AEG regularly failed to pay at least minimum wages to Ms. Koras and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee’s regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, AEG had, and continues to have, a company-wide policy and/or practice of understaffing venues and jobsites while assigning heavy workloads, which has resulted in a lack of meal period coverage and prevented Ms. Koras and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result of understaffing and pressure to meet setup deadlines, Ms. Koras and other aggrieved employees were required to continue to perform their duties without being able to take a timely, compliant meal period. Further, AEG had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods,

which further caused Ms. Koras and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Koras and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Koras sometimes had to take her meal periods late, after the fifth hour of her shift, due to the heavy workload.

As also stated, on information and belief, during the relevant time period, AEG maintained and implemented a company-wide on-premises meal period policy for employees, which mandated that Ms. Koras and other aggrieved employees remain on the jobsite's premises during the meal periods. Because Ms. Koras and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, AEG effectively maintained control over Ms. Koras and other aggrieved employees during meal periods.

Further, AEG did not provide Ms. Koras and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example, on days where Ms. Koras worked in excess of 10 hours in one day, she was not provided with a second meal period. Ms. Koras and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

AEG knew or should have known that as a result of its company-wide policies and/or practices, Ms. Koras and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. AEG further knew or should have known that it did not pay Ms. Koras and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, AEG engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Koras and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, AEG failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall

be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, AEG regularly failed to authorize and permit Ms. Koras and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, AEG’s company-wide practices, including understaffing and assigning heavy workloads, prevented Ms. Koras and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, AEG failed to schedule rest periods, which, coupled with AEG’s failure to provide adequate rest period coverage, further led to Ms. Koras and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, AEG maintained a company-wide on-premises rest period policy, which effectively required that Ms. Koras and other aggrieved employees remain on the jobsite’s premises during their rest periods. Because Ms. Koras and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, AEG effectively maintained control over Ms. Koras and other aggrieved employees during rest periods.

As a result of AEG’s practices and policies, Ms. Koras and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Koras sometimes had to forgo her rest periods because of the lack of rest period coverage and AEG’s failure to schedule rest periods for employees.

AEG also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Koras and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, AEG failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. AEG has not provided Ms. Koras and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in

226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, AEG has knowingly and intentionally provided Ms. Koras and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, AEG issued uniform wage statements to Ms. Koras and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, AEG violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because AEG did not record the time Ms. Koras and other aggrieved employees spent working off-the-clock, AEG did not list the correct amount of gross wages and net wages earned by Ms. Koras and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, AEG failed to accurately list the total number of hours worked by Ms. Koras and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), AEG willfully failed to maintain accurate payroll records for Ms. Koras and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate

time records showing when the employee begins and ends each work period and meal period. During the relevant time period, AEG engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Koras and other aggrieved employees, in violation of section 1198. Also, in light of AEG's failure to provide Ms. Koras and other aggrieved employees with second 30-minute meal periods to which they were entitled, AEG kept no records of meal start and end times for second meal periods.

Because AEG failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Koras and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Koras and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, AEG failed to pay Ms. Koras and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable

not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, AEG has a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Koras was terminated from her employment on or around April 18, 2024; however, she received her final paycheck several days later, on or around April 22, 2024. Thus, AEG failed to pay Ms. Koras her final wages immediately, in violation of California Labor Code section 201.

In addition, AEG willfully failed to pay Ms. Koras and other aggrieved employees who are no longer employed by AEG all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving AEG's employ.

Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 10-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, during the relevant time period, Ms. Koras and other aggrieved employees were required to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but AEG failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Koras was required to download a timekeeping application called Workforce onto her personal cellular phone to clock in and out for her shifts and for meal periods. Additionally, Ms. Koras was also required to use her personal cellular phone and mobile data for GPS navigation in traveling to AEG's jobsites. Although AEG required Ms. Koras and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, AEG failed to reimburse them for these costs.

Second, during the relevant time period, AEG required Ms. Koras and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Ms. Koras purchased the following tools and safety equipment because AEG failed to provide her with the necessary tools and safety equipment, which they required employees to wear while completing their assigned duties: \$80 on safety boots, \$20 on a wrench and electrical tape, \$20 on a hard hat, and \$10 on a reflective vest. Although AEG required Ms. Koras and other aggrieved employees to use tools for the performance

of their job and to wear protective boots, hard hats, and reflective vests, AEG failed to reimburse them for these costs.

AEG could have provided Ms. Koras and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and supplies and equipment; or, AEG could have reimbursed employees for the costs of their mobile device usage and their supply and equipment expenses. Instead, AEG passed these operating costs onto Ms. Koras and other aggrieved employees. At all relevant times, Ms. Koras did not earn at least two (2) times the minimum wage.

Thus, AEG had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code section 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” AEG, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Koras’ and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Koras seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Koras, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against AEG for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Koras seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

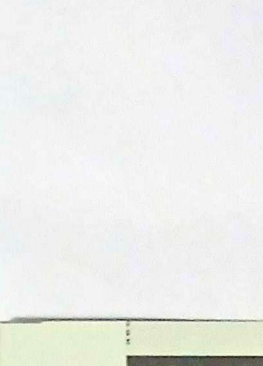
Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, reading "Sairah Budhwani". The signature is fluid and cursive, with a small dot at the end.

Sairah Budhwani

Copy: PRESENTS TEMP SERVICES, LLC (via U.S. Certified Mail); AEG PRESENTS LLC (via U.S. Certified Mail); ANSCHUTZ ENTERTAINMENT GROUP, INC. (via U.S. Certified Mail); GOLDENVOICE, LLC (via U.S. Certified Mail); NEW C.A.P.S, LLC (via U.S. Certified Mail)



100

**AEG PRESENTS LL
800 W. OLYMPIC BLVD, S
LOS ANGELES, CA 90**

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)	\$ _____
☐ Return Receipt (electronic)	\$ _____
☐ Certified	
☐ Adult	
☐ Adult	

KORUS V.
PRESENTS

Sent To _____
Street _____
City, State _____

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the envelope.



2. Article Number: 9590 9407 7706 2122 1537 B6

PS Form 3811, July 2020 PSN 7530-02-000-9053

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)	C. Date of Delivery
-------------------------------	---------------------

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

☐ Service Type	☐ Priority Mail Express®
☐ Adult Signature	☐ Registered Mail™
☐ Adult Signature Restricted Delivery	☐ Registered Mail Restricted Delivery
☐ Certified Mail®	☐ Signature Confirmation™
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation
☐ Collect on Delivery	☐ Restricted Delivery
☐ Collect on Delivery Restricted Delivery	

Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 2150

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com™

OFFICIAL USE

Certified Mail Fee
\$ _____

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ _____
☐ Return Receipt (electronic) \$ _____

Postmark
Kearns, I.
PR & Seals

ANSCHUTZ ENTERTAINMENT
GROUP, INC.
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

PS Form 3800, April 2015 PSN 7530-02-000-9047

ANSCHUTZ ENTERTAINMENT
GROUP, INC.
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

ANSCHUTZ ENTERTAINMENT
GROUP, INC.
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015



2. Address (Print name and address on reverse)

7022 2410 0000 2406 2150

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

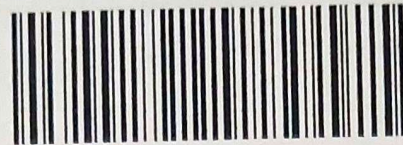
Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 2143

GOLDENVOICE, LLC
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

\$

☐ Return Receipt (electronic)

\$

KORR V,

PRESERNS

Postmark

GOLDENVOICE, LLC
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

GOLDENVOICE, LLC
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015



2

7022 2410 0000 2406 2143

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

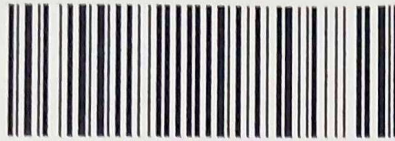
Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL



7022 2410 0000 2406 2136

NEW C.A.P.S, LLC
2300 W. EMPIRE AVE, FLOOR 5
BURBANK, CA 91504

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

\$

☐ Return Receipt (electronic)

\$

KORAC V.

PRESENT

Postmark

NEW C.A.P.S, LLC
2300 W. EMPIRE AVE, FLOOR 5
BURBANK, CA 91504

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

NEW C.A.P.S, LLC
2300 W. EMPIRE AVE, FLOOR 5
BURBANK, CA 91504



2. Article Number (Transit Mail Service) 9590 8408 7006 2122 1537 67

7022 2410 0000 2406 2136

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent

X

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece

PRESENTS TEMP SERVICES, LLC
425 W. 11TH ST.
LOS ANGELES, CA 90015



2. Article Number (Transfer from Service Label)
6590 9492 7706 2122 1507 29

7022 2410 0000 2406 2174

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

2/6/25

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

NEW C.A.P.S, LLC
2300 W. EMPIRE AVE, FLOOR 5
BURBANK, CA 91504



2. Article Number (Transfer from service label)

7022 2410 0000 2406 2136

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Handwritten Signature]

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

2-7-25

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail®

☐ Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **June 18, 2025**, I served the document described as: **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this action by sending ☐ the original ☐ [or] ☒ a true copy thereof ☒ to interested parties as follows ☐ [or] ☐ as stated on the attached service list:

Robin Samuel (SBN 173090)
robin.samuel@bakermckenzie.com
Phillip Di Tullio (SBN 324267)
phillip.ditullio@bakermckenzie.com
BAKER & MCKENZIE LLP
10250 Constellation Blvd., Suite 1850
Los Angeles, California 90067
Telephone: (310) 201-4728
Facsimile : (310) 201-4721

Attorneys for Defendants
PRESENTS TEMP SERVICES, LLC; AEG
PRESENTS, LLC; ANSCHUTZ
ENTERTAINMENT GROUP, INC., and
GOLDENVOICE, LLC

BY ELECTRONIC SERVICE

CT Corporation System
330 N. Brand Boulevard, Suite 700
Glendale, CA 91203

Registered Agents for Defendant
NEW C.A.P.S, LLC

BY MAIL

☒ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mail. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, in hand to the counsel for Defendant.

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto, fully prepaid. The packages are picked up by the carrier at our offices or delivered by courier to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **June 18, 2025**, at Los Angeles, California.

Xochitl Tapia
Type/Print Name


Signature